

NOTICE & REQUEST FOR PROPOSALS TOWN OF GILBERT, CITY OF MESA

Supplies: Residential Refuse & Recycling Containers
Solicitation Number: 2015-4105-0512
Proposal Opening: January 6, 2014 at 2:00 PM (local time)
Location: Town Clerk's Office, 50 East Civic Center Drive, Gilbert, AZ 85296
Staff Contact: Jason Harris, 480-503-6903
Contract Documents available at: Bid documents may be downloaded from www.gilbertaz.gov/rfp

Sealed proposals will be received by the Town of Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until the time and date cited above.

Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number. Any proposal received after the time specified will be returned unopened. It is the Offeror's responsibility to assure proposals are received at the above location on or before the specified time.

Proposals will be opened and the names of offerors publicly read aloud immediately after the deadline for receiving proposals.

Supplies Sought: Term supply contract for 32/35 gallon, 48/52 gallon, 60/68 gallon, and 90/98 gallon plastic refuse and recycling containers for residential use.

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposals, which may be downloaded from www.gilbertaz.gov/rfp or obtained by contacting staff contact shown above. Any proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive.

Right to Reject Bids: Gilbert and Mesa ("Municipal Parties") reserve the right to reject any or all bids, waive any informality in a bid or to withhold the Award for any reason the Municipal Parties determine.

Equal Opportunity: The Municipal Parties are equal opportunity employers. Minority and women's business enterprises are encouraged to submit bids on this solicitation.

Issue Date: 12/12/2014

TOWN OF GILBERT, ARIZONA

Publications Date(s)

12/12, 12/19, 12/26, 1/02

_____, Town Clerk

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**IMPORTANT
OFFEROR'S CHECKLIST**

- [] 1. Attachments 1, 2, and 3 are signed and included in the Proposal. Proposals not signed in this section will not be considered.
- [] 2. Attachments 1, 2, 3, 4, Exhibits A (Pricing) and C (Specification Acceptance), and Offeror's Checklist have been completed and enclosed. Attachment 5 (Contract) is for reference only and is not to be submitted.
- [] 3. Any addenda have been included/noted in Offeror's Section, Attachment 1.
- [] 4. The delivery/shipment information has been included in Exhibit A.
- [] 5. Any required descriptive literature or other information have been included.
- [] 6. The proposal prices offered have been reviewed and submitted in both hard copy and electronic format (USB drive or compact disc).
- [] 7. Bid security ☐ Yes \$ 0 ☒ No
Bid security, if applicable, in the amount specified must be submitted with the bid.
- [] 8. Bid Package/Envelope has been identified with solicitation number and title.
The mailing envelope/package has been addressed to:

Town Clerk's Office
50 East Civic Center Drive
Gilbert, Arizona 85296
- [] 9. The proposal is submitted and stamped in by Clerk's Office representative no later than specified time on designated date. Otherwise, the proposal cannot be considered.
- [] 10. Exceptions taken to the provisions or specifications in this solicitation, confidential and additional materials shall be indicated below and submitted with the Proposal.
Exceptions (mark one)
___ No Exceptions
___ Exceptions taken, see attached page(s)
- Confidential/Proprietary Material (mark one)**
___ No confidential/proprietary materials have been included
___ Confidential/Proprietary material included, see attached page(s)
- Additional Material (mark one)**
___ No additional materials have been included
___ Additional materials included, see attached page(s)

REQUEST FOR PROPOSAL
Residential Refuse and Recycling Containers
TOWN OF GILBERT AND CITY OF MESA, ARIZONA

The cities of Gilbert and Mesa (“Municipal Parties”) intend to enter into a contract with a Contractor(s) whereby Municipal Parties may purchase supplies during the term of the contract at the prices set forth in the contract. The supplies shall be delivered FOB Destination and shall be fully assembled and ready for use.

INSTRUCTIONS TO OFFERORS

1.0 Proposal Opening Date and Location: 2:00 PM (local time), January 6, 2015

Proposals will be received in the office of the Town Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until date/time shown above, at which time the names of the offerors will be publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.1 Questions Due: 1:00 PM (local time), December 22, 2014

Inquiries should be emailed to: Jason Harris, jason.harris@gilbertaz.gov

1.2 Bid Documents Available: Documents may be downloaded from www.gilbertaz.gov/rfp.

The Bid Documents consist of four parts: I. Instructions to Offerors, II. General Conditions, III. Specifications and Design Standards, and IV. Offeror's Proposal (form).

1.3 Incorporation of Bid Documents: All of the Bid Documents apply to and become a part of the terms and conditions of the Bidder's bid.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked “**Solicitation #2015-4105-0512: Residential Refuse & Recycling Containers**”

1.5 Pre-Proposal Conference: N/A

1.6 Municipal Parties’ Right to Reject Proposals: The Municipal Parties reserve the right to reject any and all proposals and to waive technicalities in the bidding.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by the Town of Gilbert. It is the sole responsibility of the Bidder to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of the Municipal Parties and shall become a matter of public record for review, subsequent to bid opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the Municipal Parties in Bids submitted, and the information sought to be protected clearly marked as proprietary. The Municipal Parties will not insure confidentiality of any portion of the bid that is submitted in the event that a public record request is made. The Municipal Parties will provide 48 hours notice before releasing materials identified by the bid as confidential or proprietary in order for the bid to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All bids shall remain open for ninety (90) days after the day of the opening of bids. No Bidder may withdraw his Bid during this period without written permission from the Municipal Parties.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Offerors are responsible for obtaining all addenda. See Section 1.13.

1.13 Offeror Registration: Offerors shall register via the on-line Vendor Registration system ProcureAZ at www.https://procure.az.gov, in order to automatically receive notification of addenda to this Solicitation or notice of other solicitation opportunities. An Offeror who is not registered with ProcureAZ must email the Gilbert representative shown above to make other arrangements to receive notice of addenda to this solicitation. All addenda will be posted on the Gilbert website at www.gilbertaz.gov/rfp.

~~1.14 Bid Security: Each Proposal will be submitted on the Proposal Form(s) included in the Contract Documents and will be accompanied by a certified check, cashier's check, or proposal bond for ten percent (10%) of the amount of the proposal, made payable to the Town of Gilbert.~~

1.15 General Evaluation Standards:

1.15.1 The Municipal Parties seek to obtain the supplies ready for regular and normal use as described in **Exhibit A**. The Municipal Parties wish to obtain the most reliable and productive supplies. The Municipal Parties will evaluate proposals on the selection criteria set forth below. The Municipal Parties will be the sole judge of whether the supplies offered are acceptable. Offerors are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the proposal may be used to evaluate your firm as part of any criteria regardless of where that information is found within the proposal.

A. Cover Letter (maximum 1-page) containing at a minimum:

1. Company name, contact name, address, phone number, and email address
2. Acknowledge receipt of all addenda

B. Qualifications Criteria:

1. General Information

- a. Description of firm/team
- b. Legal company organization; organization chart with names
- c. List of applicable Arizona licenses

2. Relevant Firm Experience (10 points)

- a. Offeror's overall reputation, service capabilities and quality as it relates to this contract.
- b. List and briefly describe up to five (5) comparable Arizona communities currently serviced by your firm. For each community, include: firm's role, contract value, contract administrator's name and title, address, telephone number, and email address, if available.
- c. A minimum of three references from other agencies/owners. If possible, references should be from the communities listed above in 2b.
- d. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.
- e. Offeror's capacity and intent to proceed without delay if selected for this work.
- f. Type and amount of self-performed work.

3. Conformity to Design and Performance Specifications (25 points)

- a. Completeness of Proposal, including Attachments and Exhibits.
- b. Little or no deviations from desired specifications.

4. Warranty (15 points)

- a. No deviations from warranty specifications.
- b. Consideration of optional warranty coverage.

5. Cost & Delivery (40 points)

- a. Provide costs for each item desired.
- b. Overall total cost of ownership.

6. Overall Response to RFP (10 points)

- a. Completeness of proposal.
- b. Willingness to abide by the standard form Agreements with few or no objections or changes.
- c. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- d. Relevant factors impacting the quality and value of work.

C. Appendix (Required items to be included in Proposal do NOT count toward page limit):

- 1. Attachment 1: "Offeror's Proposal" form shall be completed, signed, and included in Proposal.

2. Attachment 2: “Authorized Signature Form” shall be completed, signed, and included in Proposal.
3. Attachment 3: “Authorization for Release of Performance Information” form shall be completed, signed and included in the Proposal.
4. Attachment 4: “References” form shall be completed and included in the Proposal.
5. Offeror’s Checklist: Checklist shall be included in Proposal along with exceptions, confidential and additional materials, if applicable.

1.15.2 Deviations from Specifications. Any deviations from General Conditions and Specifications and Design Standards may render the bid non-responsive.

1.15.3 Disqualification. A Bidder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Bid rejected.

1.15.4 Clarifications. The Municipal Parties reserve the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder’s product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.

1.15.5 Waiver and Rejection Rights. The Municipal Parties reserve the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.16 Proposal Preparation:

1.16.1 Format.

A. Proposal may not exceed 5 single-sided pages (maximum 8½” x 11”) with a minimum of 10 pt. type. Submissions exceeding the page limit will be considered non-responsive and will be returned to the Offeror without further evaluation.

B. Offerors shall submit their Proposal in a sealed envelope with an original, three (3) copies, and a PDF document on one (1) disc or USB drive, and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

C. Do not include a table of contents. Tab dividers must not contain any evaluation information or pictures. Submittals may be stapled or plastic spiral bound only, do NOT use binders of any kind. Pages having photos, charts, and/or graphs that provide additional evaluation information, will be counted towards the maximum number of pages.

D. The following information is NOT included in the page limit:

- Proposal Cover (optional) – must not contain information that can be evaluated
- Cover letter

- Attachment 1 – Offeror’s Proposal
- Attachment 2 – Authorized Signature Form
- Attachment 3 – Authorization for Release of Performance Information
- Attachment 4 – References
- Offeror’s Checklist
- Exceptions taken or confidential/proprietary material, if applicable

1.16.2 No Facsimile or Electronic Mail Bids. Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.

1.16.3 Typed or Ink Corrections. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.

1.16.4 No Modifications. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information:

Prices. Unit Prices shall be listed in Exhibit A. The purchases of certain items or materials by the Municipal Parties are exempt from the federal excise tax. The Municipal Parties will furnish an exemption certificate upon presentation by the Successful Bidder at the time of purchase, if so requested by the Successful Bidder.

Taxes. Sales/use tax will be determined by Town. Tax will not be used in determining lowest unit price.

Prompt Payment Terms. Bidder shall indicate prompt payment terms in the areas provided in the Bid Section.

Delivery. The bid shall indicate Bidder’s promised delivery schedule, in the areas indicated in the Bid Section. As applicable, the bidder shall meet or exceed the delivery terms listed in the contract.

Descriptive Literature. All Bids shall include complete manufacturer’s descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail to allow full and fair evaluation of the Bid submitted. Failure to include this information may result in the Bid being rejected.

Brief description of the Bidder, including legal organization. Include name, address, phone, e-mail, and location of the firm’s principal and local office.

Tax ID Number. Bidder shall provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A Town of Gilbert Sales Tax Number, and/or City of Mesa Sales Tax Number if applicable, must also be supplied.

Licenses. Please list all applicable licenses and numbers.

Disclosure. If the firm, business or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

Multiple Award Contract. The Municipal Parties reserve the right to make separate awards or to make an aggregate award, whichever is deemed most advantageous to the Municipal Parties involved.

Local Parts Supply. The Bidder shall indicate as part of the Bidder's bid one or more well-established local parts supply and service facilities in the Phoenix Metropolitan Area which will be able to supply any parts and services needed. If requested by the Municipal Parties, the Bidder shall furnish inventory records from the local parts supply store to show that parts are readily available for the supplies.

Options and Alternatives. Bidder is requested to provide price quotes for any special options or alternatives available for its supplies, which may not have been covered in the bid specification. The option and/or alternative prices may be considered in the bid evaluation process. Also, the Municipal Parties may or may not elect to purchase these options or alternatives.

Manufacturer's Representative. Dealers who submit a Bid as a manufacturers' representative shall supplement the Bid with a letter from each manufacturer involved certifying that the Bidder is a bona fide dealer for the specific equipment presented, that the Bidder is authorized to submit a Bid on such equipment, and guarantees contract performance should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards.

Suppliers. Bidder shall list all major suppliers.

References. Bidder shall list, in the Bid Section, at least three references of other governmental agencies to which Bidder has supplied similar supplies within the last ten (10) years, including names, addresses and telephone numbers.

Financial Statement. Offerors shall furnish, upon request, three (3) copies of the Offeror's most recent financial statement and/or other evidence of his qualifications as may be requested by the Municipal Parties. If an Offeror fails to furnish in a timely

manner the information requested, it shall be considered sufficient grounds for rejection of such Offeror's entire Proposal.

Other information required to be supplied with Bid:

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.

1.16.7 Evidence of Intent to be Bound. The Bid form submitted shall include a signature by a person authorized to sign the Bid. The Authorized Signature Form shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Bid, the Bidder certifies that:

- A. The Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and
- B. The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the Solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Municipal Parties' employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Bid and not be opened until after the Bid due date and time. The Municipal Parties shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as

possible and should be submitted at least ten (10) days before the Bid due date and time for review and determination by the Municipal Parties. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Bidder shall not rely on the Municipal Parties' verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

1.17.6 Protests. Pursuant to the Municipal Code Section 2-366

A. An unsuccessful Offeror or bidder may protest a solicitation or a contract award by filing a protest in writing with the purchasing officer not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information:

- 1) The name, address and telephone number of the protester;
- 2) The signature of the protester or its authorized representative;
- 3) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

B. The purchasing officer shall evaluate the protest. Protests in connection with a solicitation or an award of a contract shall be determined by the purchasing officer or the City Manager.

1.17.7 Best and Final Offers. The Municipal Parties may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the Offerors should not expect that the Municipal Parties will ask for best & final offers. Therefore, Offerors must submit their best offer based on the terms and conditions set forth in this solicitation.

STANDARD TERMS AND CONDITIONS

Excluding the performance bond, each municipality shall utilize its own standard contract terms and conditions. The standard terms and conditions for each municipality can be located at the website(s) identified below. Please note that this includes the insurance requirements. Submission of your proposal indicates that you have read and understand these terms and conditions.

Standard Terms and Conditions by Municipality

Municipality	Website
Mesa	http://www.mesaaz.gov/purchasing/forms/standardterms.pdf
Gilbert	Not available. See standard terms and conditions shown below.

2.1 Contract Term; Renewal.

The Contract commences upon execution of the Contract. If funds for the Contract are not appropriated or budgeted by July 1, the Municipal Parties may terminate the contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution by both parties and continues through expiration date.

The Contract may be renewed, if specified in contract, upon mutual agreement of the parties and upon written approval of the Municipal Parties' Purchasing Officer if: 1) the Contract amount does not exceed \$100,000 (contract amount only applies to the Town of Gilbert); 2) the original prices remain in effect during the renewal term; or 3) the original prices are adjusted pursuant to the renewal terms of contract. The Municipal Parties' Council or City Manager must approve renewal in all other cases, depending on the Municipal Party.

The contract or renewal pricing shall remain firm for 12-months. Any price adjustment must be requested at least 60 days prior to annual anniversary of the contract effective date. Any renewal shall be in writing and shall expressly state the prices for the supplies during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

2.2 Bonds:

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish municipality the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to one-hundred percent (100%), unless specified elsewhere, of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of municipality.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to municipality. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the successful Offeror, this Contract may be tendered for use by other municipalities and government agencies. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

3. SCOPE OF WORK

Offeror shall provide those services described in Attachment 5, "Purchase Contract" attached hereto and made a part hereof by reference.

3.1 General Supplies Requirements: The Proposal Documents are intended to provide the Municipal Parties with new supplies ready for regular and normal use. Upon award by the Municipal Parties, Contract Documents, including the Offeror's bid, shall become a valid and binding contract between the Successful Offeror and the Municipal Parties to provide the supplies specified herein. The term "supplies" shall mean the items listed in Attachment 5, "Purchase Contract."

3.2 New and Compatible Supplies: All supplies, components, and parts shall be new and unused. All supplies, components and parts shall be the manufacturer's latest model and design proven in use by municipalities. All components shall be integrated in design and construction to work effectively together.

3.3 Standard Make and Model: The Offeror shall state the make and model number of the unit it is offering. The unit shall be equipped with the manufacturer's standard accessories which are included as standard in the advertised and published literature for the unit. No such accessory shall be removed or omitted for the reason that it was not specified in the Proposal Documents or Bidder's Bid. Standard items may be removed only where necessary to install other items in lieu thereof to comply with the General Conditions and Specifications and Design

Standards; and, any such removal or substitution shall be listed in writing as part of the Offeror's proposal.

3.4 National and State Standards and Regulations: All supplies shall be certified as meeting all federal and state laws and safety regulations, including required accessories and items.

3.5 Warranty: The Offeror hereby warrants, for a period of at least twelve (12) months (unless specified elsewhere) from the date the supplies are accepted by the Municipal Parties, to replace all defective parts and/or components, and to make any repairs resulting from defective design, materials, or workmanship. These repairs shall be made at the Offeror's own expense and without any cost to the Municipal Parties, and within a reasonable time frame as determined by industry standards. The Offeror shall be obligated to the Municipal Parties as the single-source provider of the supplies, and is required to honor all warranties, given or implied.

3.6 Parts and Service Availability: During the lifetime of the supplies, Offeror must be able to provide all parts needed for service and repair of the supplies within 48 hours (unless specified elsewhere) after request or upgrade the order status to the highest shipping priority available at no additional cost to the Municipal Parties.

3.7 Authorized Parts: All replacement parts and components shall be authorized by the supplies manufacturer.

3.8 Risk of Loss: The Successful Offeror shall ensure all supplies until delivery to and final acceptance of supplies by the Municipal Parties. The Successful Offeror shall bear all risks of loss, injury or destruction of goods and materials contracted for hereunder which occur prior to delivery of the supplies to the Municipal Parties. Any such loss, injury, or destruction prior to delivery shall not release the Successful Offeror from any obligation owed hereunder.

3.9 FOB Destination: The supplies shall be FOB destination and delivered to the Municipal Parties unless specified otherwise in Contract.

3.10 Delivered Service Ready: The supplies shall be delivered, unloaded, assembled, stacked as directed by the Solid Waste Department or designated representative and be ready to be put into intended service.

3.11 Delivery Acceptance: The supplies shall be delivered to the Municipal Parties within time agreed upon by the Municipal Parties' Representative. The supplies shall be in compliance with the General Conditions and supplies Specifications and Design Standards, at the time of delivery. Prior to acceptance of the supplies and payment of the invoice, the Municipal Parties shall inspect the supplies against the General Conditions and Requirements for Offerors and the Specifications and Design Standards incorporated in the Successful Offeror's proposal, and against any other specifications or warranties expressly provided for in the Successful Offeror's proposal. The supplies must meet or exceed all such requirements agreed to in the Successful Offeror's proposal.

3.12 Invoice and Payment: All invoices for supplies delivered shall be submitted within thirty (30) days from delivery. Payment for the supplies shall be made by the Municipal Parties within thirty (30) days after delivery and acceptance of the supplies. Supplies that do not comply with the supplies Specifications and Bid Documents and bid shall be rejected. Invoices for the month of June shall be dated in the month of June and be submitted on or before August 1st.

3.13 Patent Rights: Bidder agrees to defend the Municipal Parties at Bidder's own expense, in all suits, actions or proceedings in which a Municipal Party is made a defendant for actual or alleged infringement of any United States of America or foreign patent resulting from the Municipal Parties' use of the goods purchased from the Bidder. Bidder further agrees to pay and discharge any and all judgments or decrees that may be rendered in any such suit, action or proceedings against the Municipal Parties.

3.13.1 Royalty Rights: Bidder agrees to indemnify and hold harmless the Municipal Parties from any and all royalty and proprietary licenses, fees or costs, including legal costs, which may arise out of the Municipal Parties' purchase and use of goods supplied by the Bidder.

3.13.2 Covenant Clause: It is expressly agreed by Bidder that these patent and royalty covenants are irrevocable and perpetual.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Municipal Parties' ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Municipal Parties. Failure to maintain insurance as specified may result in termination of this Agreement at the Municipal Parties' option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, the Municipal Parties do not represent that coverage and limits will be adequate to protect Contractor. The Municipal Parties reserve the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Municipal Parties, its agents, representative, officers,

directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Municipal Parties, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of the Municipal Parties as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against the Municipal Parties, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Municipal Parties. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Municipal Parties, at their option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Municipal Parties and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish the Municipal Parties with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Municipal Parties on a Certificate of Insurance shall not waive or alter in any way the insurance

requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Municipal Parties' Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Municipal Parties, their agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the Municipal Parties, their agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Municipal Parties, their agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of

this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: When applicable, Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the Municipal Parties, their agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.4 Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Municipal Parties, their agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor’s subcontractors related to the Services in the performance of this Agreement. Contractor’s duty to defend, hold harmless and indemnify the Municipal Parties, their agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of

resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including the Municipal Parties. Such indemnity does not extend to the Municipal Parties' negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Municipal Parties may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for the Municipal Parties' convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Municipal Parties copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by the Municipal Parties to fulfill their obligations.

6.2 Force Majeure. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within five (5) days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task.

6.3 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

6.4 Surviving Provisions. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of

this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

6.5 Payment to Contractor upon Termination. If the Agreement is terminated, the Municipal Parties shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of the Municipal Parties shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Municipal Parties unless otherwise agreed to by both parties. The Municipal Parties may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at the Municipal Parties' sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the Municipal Parties' employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from the Municipal Parties, that it has a full opportunity to

find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the Municipal Parties, and the Municipal Parties will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. The Municipal Parties at their option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). The Municipal Parties retain the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify the Municipal Parties and their representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of the Municipal Parties and Contractor shall not engage in conflict of interest nor appropriate the Municipal Parties' work product or information for the benefit of any third parties without the Municipal Parties' consent.

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.10 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

GILBERT:
Town Manager
Town of Gilbert
50 East Civic Center Drive
Gilbert, Arizona 85296

CONTRACTOR:

The address may be changed from time to time by either party by serving notices as provided above.

7.11 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Municipal Parties may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Municipal Parties.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Municipal Parties in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of City/Town Members and Others. No officer, member or employee of the Municipal Parties and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be

performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Municipal Parties thereto.

11. SPECIFICATIONS AND DESIGN STANDARDS

11.1 Description: Each Bidder shall submit sufficient descriptions, technical detail specifications and information, so that the Municipal Parties may fairly and completely evaluate the product offered. Failure to comply may render a bid non-responsive. Any omission from these written Specifications and Design Standards shall not relieve the Successful Offeror from the responsibility of furnishing an operational unit complete and ready to operate at its intended use.

11.2 Indicate Compliance: The following Specifications and Design Standards are the minimum acceptable unless otherwise noted. The Offeror shall indicate compliance, list any deviations, and/or list any modifications needed to meet the Specifications and Design Standards, and/or list all data requested in the space provided.

EACH BIDDER IS REQUIRED TO FILL IN EVERY BLANK AS DESCRIBED IN EXHIBIT A, SUPPLIES & PRICING LIST, INCLUDING “NO BID”, WHEN APPROPRIATE. FAILURE TO DO SO CAN BE THE BASIS FOR REJECTION OF THE BID.

ATTACHMENT 1 OFFEROR'S PROPOSAL

1. Offeror's Proposal: For the proposal opening _____, 2015 for **Residential Refuse and Recycling Containers, Solicitation No. 2015-4105-0512.**
2. Covenant Clause: It is expressly agreed by Bidder that these covenants are irrevocable and perpetual.
3. Conditions Accepted: The undersigned Offeror declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of supplies to be furnished by signing this proposal. Offeror agrees to all conditions contained in the Proposal Documents.
4. Proposal Price: See Exhibit A, Supplies and Pricing Sheet
5. Contract Acceptance: Offeror proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Municipal Parties within ten (10) days after the Municipal Parties' acceptance of this proposal at the listed scheduled price.
6. Affidavit: The following affidavit is submitted by the Offeror as part of this proposal:

[illegible]

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing Offeror's proposal; That Offeror has not directly or indirectly entered into any agreement, express or implied, with any Offeror or Offerors, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the Offerors, the parceling out to any Offeror or any other person of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he/she has not and will not divulge the sealed bid to any other person whatsoever, except those having a partnership or financial interest with him and said Offeror, until after the sealed bid or bids are open.

That Offeror has received and reviewed all Addenda Nos. _____ issued for this Proposal (Offeror's failure to list all Addenda numbers issued may be grounds for rejection of the Proposal).

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20__,
by _____.

Notary Public

My Commission Expires:

ATTACHMENT 2
AUTHORIZED SIGNATURE FORM

Contract Name: **Residential Refuse and Recycling Containers, Solicitation No. 2015-4105-0512**

Contractor Name: _____

WHEREAS, the Municipal Parties require that Contractor execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that

(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Contractor the following documents:

1. The CONTRACT
2. The Bond
3. Payrolls
4. Claims
5. CHANGE ORDERS
6. All other papers necessary for the conduct of the corporation's affairs and the execution of the CONTRACT

The above-named person is granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

Name

Title

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

I, _____ of the _____
corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the
Board of Directors of said corporation, at a meeting of said Board held on
_____, 20_____, and that the same is in full force and effect at this time.

DATED _____, 20____.

(Officer of Corporation)

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20____ by _____, appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

Notary Public

My Commission Expires:

ATTACHMENT 3
AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION

Contract Name: **Residential Refuse and Recycling Containers, Solicitation No. 2015-4105-0512**

I, _____, the undersigned, on behalf of _____
(this company), do hereby consent and authorize all those companies and government entities listed in my Proposal and any other government entity for whom this company has performed professional services, to disclose and release to the Municipal Parties, or their representatives, information, records and opinions concerning this company's professional services performance.

The purpose of this disclosure is to provide references to the Municipal Parties.

_____ hereby waives any claim it may have against the Municipal Parties or any company or entity providing information to the Municipal Parties by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for six (6) months.

This consent or copy of this authorization shall be as valid and effective as the original.

Dated: _____

Signed: _____

Title: _____

ATTACHMENT 4
REFERENCES
TOWN OF GILBERT, CITY OF MESA, ARIZONA

Provide names, addresses, and telephone numbers of entities for whom your organization has provided similar goods or services, preferably within the past five years. These references will be checked, so please make sure all information is accurate and current. Offerors may make multiple copies of this document if necessary.

A. Entity: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Service Date(s)/Contract Value (\$): _____

Goods or Services provided: _____

B. Entity: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Service Date(s)/Contract Value (\$): _____

Goods or Services provided: _____

C. Entity: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Service Date(s)/Contract Value (\$): _____

Goods or Services provided: _____

ATTACHMENT 5

PURCHASE CONTRACT

Contract No.

Contractor:

Contractor Address:

This Contract is entered into between _____, Arizona ("Municipal Party") and _____ ("Contractor") this ____ day of _____, 2015.

1. Agreement to Purchase: Contractor agrees to offer to sell to Municipal Party, the Purchased Items described in Exhibit A ("Purchased Items") in accordance with all requirements of the General Conditions, Specifications and Design Standards and Contractor's bid. The General Conditions, Purchased Items Specifications and Design Standards and Contractor's bid are incorporated into this Contract as though fully set forth herein. Municipal Party will only purchase Purchased Items as and when needed.
2. Risk of Loss: Contractor shall bear all risks of loss, injury or destruction of goods and materials contracted for hereunder which occur prior to delivery of the Purchased Items to Municipal Party. Any such loss, injury, or destruction prior to delivery shall not release Contractor from any obligation owed hereunder.
3. Delivered Service Ready: The Purchased Items shall be delivered ready to be put into intended service.
4. Delivery Acceptance: The delivery date for Purchased Items shall be as set forth in each order. Prior to acceptance of the Purchased Items and payment of the invoice, Customer shall inspect the Purchased Items to confirm compliance with the requested Purchased Items specifications. The inspection may include testing where the nature of the Purchased Items cannot be adequately determined otherwise. The cost of testing shall be borne by Municipal Party, except where the goods are nonconforming. In such case, Municipal Party may recover the reasonable cost of inspection and testing from Contractor as part of its incidental damage caused by Contractor's breach.
5. Patent and Royalty Rights: Contractor agrees to defend Municipal Party at Contractor's own expense, in all suits, actions or proceedings in which Municipal Party is made a defendant for actual or alleged infringement of any United States of America or foreign patent resulting from Customer's use of the goods purchased from the Contractor. Contractor further agrees to pay and discharge any and all judgments or decrees that may be rendered in any such suit, action or proceedings against the Contractor. Contractor agrees to indemnify and hold harmless Customer from any and all royalty and proprietary licenses, fees or costs, including legal costs, which may arise out of Customer's purchase and use of Purchased Items supplied by Contractor. It is expressly agreed by Contractor that these patent and royalty covenants are irrevocable and perpetual.
6. Applicable Law: This Contract shall be governed by the laws of the State of Arizona without regard to any choice of law provisions thereof.

7. Compliance with Laws:

(a) Contractor represents that all goods and services, delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended.

(b) Contractor shall be responsible for compliance with any federal, state and local laws and regulations applicable to its installation of the Purchased Items furnished hereunder, and will obtain any permits required for such installation.

8. Assignment: This Contract may not be assigned by Contractor without the prior written consent of Municipal Party, and any assignment without such consent shall be null and void.

9. Attorneys Fees: If any action at or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

10. Contract Term and Renewal: If funds for this Contract are not appropriated or budgeted by July 1, Municipal Party may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution by both parties and continues through June 30, 2018.

The contract or renewal pricing shall remain firm for 12-months. Any price adjustment must be requested in writing at least 60 days prior to annual anniversary of the contract effective date, March 1. Price adjustment shall be limited to any net percentage change in the Producer Price Index, Plastics Material and Resin Manufacturing (PCU325211), not seasonally adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics, from December of the previous year to the most recent December.

The Contract may be renewed for up to two (2) additional one-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Municipal Party's Purchasing Officer if: 1) the Contract amount does not exceed \$100,000 (contract amount only applies to the Town of Gilbert); 2) the original prices remain in effect during the renewal term; or 3) the original prices are adjusted pursuant to the renewal terms of contract. The Municipal Party's Council or City Manager must approve renewal in all other cases, depending on the Municipal Party.

Any renewal shall be in writing and shall expressly state the prices for the Purchased Items during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

11. Entire Agreement: This Agreement (which includes the General Conditions, Purchased Items Specifications and Design Standards and Contractor's bid) constitutes the entire agreement between the parties, and any oral representations or terms set forth in a separate acceptance form or delivery slip shall not alter the terms and conditions of this Agreement.

Dated the year and date set forth above.

MUNICIPAL PARTY

CONTRACTOR

<name>, Mayor

By:
Title:_____

ATTEST:

<name>, City/Town Clerk

APPROVED AS TO FORM:

<name>, City/Town Attorney

EXHIBIT A SUPPLIES AND PRICING LIST

FOB Destination: The supplies shall be FOB destination and delivered to:
 Town of Gilbert, 4760 S. Greenfield Rd., Gilbert, AZ 85297
 City of Mesa, 2412 N. Center St., Mesa, AZ 85201
 City of Mesa, 6935 E. Decatur St., Mesa, AZ 85207

REFUSE/RECYCLING CONTAINERS

Item No.	Description	Estimated Annual Quantity	Unit Price*	Total Price*
1	32/35 gallon refuse/recycling containers per specifications Mfg. Model:_____	500 Mesa**		\$
2	48/52 gallon refuse/recycling containers per specifications Mfg. Model:_____	0		\$
3	60/68 gallon refuse/recycling containers per specifications Mfg. Model:_____	800 Gilbert 3,000 Mesa**		\$
4	90/98 gallon refuse/recycling containers per specifications Mfg. Model:_____	16,000 Gilbert 18,500 Mesa**		\$
Total				\$
<p>*Unit prices shall include all freight (FOB destination), insurance, warranty costs, and any other applicable costs <u>excluding</u> taxes. All containers will be delivered, unloaded, assembled, and stacked as directed by the Solid Waste Department or designated representative. All unit prices shall include assembly, bolts, plates, hardware, and other incidental items necessary for delivery and ready for use product.</p> <p>**City of Mesa's estimated annual quantity and contract award effective 2/1/2016.</p>				

Buyback of Material (price per container)

Description	Medium Density (MDPE)	High Density (HDPE)
32/35 gallon	\$	\$
48/52 gallon	\$	\$
60/68 gallon	\$	\$
90/98 gallon	\$	\$

Delivery, as stated in Detailed Specifications, can be met. _____ Yes _____ No

If no, specify number of days for delivery _____

Payment terms (not less than net 30 days): _____

Prompt Payment Discount of _____% if invoices are paid within _____ days of receipt.

OPTIONAL ITEMS	
Description	Price
Warranty Coverage (price per container – all sizes)	
10 year standard manufacturer warranty plus an additional 1 year warranty	\$
10 year standard manufacturer warranty plus an additional 2 year warranty	\$
10 year standard manufacturer warranty plus an additional 3 year warranty	\$
10 year standard manufacturer warranty plus an additional 4 year warranty	\$
10 year standard manufacturer warranty plus an additional 5 year warranty	\$
RFID Tag (price per container – all sizes)	
The Contractor shall provide fully encapsulated RFID tag in the containers using customer-supplied numbers. The RFID tag must have minimal operational temperature rating of -35 degrees F to 185 degrees F (-35C to 85C) and a minimum read distance of ten (10) feet at an operating frequency of 860-960 MHz. Device must be Ultra High Frequency (UHF) Electronic Product Code (EPC) Class I Generation 2.	\$
In-Mold Labeling (price per container – all sizes)	
Black Barrel Lid Labels, Trash	\$
Blue Barrel Lid Labels, Recycle	\$
Lid Hot Stamp (price per container – all sizes)	
Price per hot stamp.	\$
110 Degree Lid Stop (price per container – all sizes)	
Lids shall open at a minimum 100 degrees and a maximum 110 degrees.	\$
Cotter Pin and Washer Wheel Attachment (price per container – all sizes)	
Galvanized washers and galvanized 1/8" cotter pins.	\$

EXHIBIT B SPECIAL TERMS AND CONDITIONS

Contract Name: Residential Refuse and Recycling Containers
Solicitation No. 2015-4105-0512

The Town of Gilbert, the City of Mesa and any other Municipality, hereinafter referred to as "Municipal Parties", intends to enter into a contract with a Contractor(s) whereby Municipal Parties may purchase supplies during the term of the contract at the prices set forth in the contract. The supplies shall be delivered FOB Destination and shall be fully assembled and ready for use.

1. SAMPLE CONTAINERS. The bid evaluation requires three (3) sample containers of each size to be submitted with the bid to determine conformity to specification and/or testing purposes.

The sample refuse and recycling containers shall be furnished at no cost to the Municipal Parties and will be retained by the Municipal Parties after tests are completed. Sample containers must be delivered no later than the due date for this solicitation. All sample containers shall be clearly labeled with the name of the Contractor submitting the sample, and with the Request for Proposal (RFP) number of this solicitation. Sample containers shall be delivered or shipped directly to the Town of Gilbert Environmental Services Office located at 4760 S. Greenfield Rd., Gilbert, AZ 85297.

2. PERFORMANCE AND TESTING PROCEDURES. Contractors shall provide the average failure rate of the last three (3) years for the products they are bidding. Proof of performance test results conducted and certified by a third party may waive the test requirements shown below.

The Municipal Parties may test those containers which are being considered for award at their discretion. The containers of the lowest responsive and responsible bid will be tested first. Should the container fail the test, the container from the next lowest responsive and responsible bidder will be tested. Sample containers must pass all tests to be eligible for award.

- a. **PERFORMANCE/STABILITY.** The container shall be stable and self-balancing when in the upright position, when either loaded or empty. The containers will be tested for stability by lifting each into the hopper area of an automated side loader and then setting it down. Containers will be tested in the following positions, facing forward toward the truck, turned 45° to the front, turned 45° to the rear and facing backwards. There will be ten lifts for each position with the exception of the barrel backwards position, which will be done five times, (35 total). The container must not slip through the grippers into the hopper or slip to the wheels. Stability is defined as the state of remaining upright and immobile after the container is set in place. To pass the stability test, the barrel must remain upright after at least 33 of the 35 lifts. If the barrel is out of position in the arms while being set down, no attempt will be made by the operator to keep the barrel balanced and upright.
- b. **DROP TEST.** Containers shall be drop tested to examine the container's ability to withstand being dropped by a collection vehicle when loaded to its maximum recommended capacity of +/- 100 lbs for 32/35 gallon containers; +/- 200 lbs for 60/68 and 90/98 gallon containers. Test containers will be filled with sand bags, raised to a height of 6 to 7 feet and dropped. Failure is defined as damage occurring to the container that would prevent normal use, or failure to meet the conditions defined in the specifications. The Municipal Parties retain the exclusive right to determine normal use for a container.
- c. **RESIN WEIGHT TESTS.** Measurements are to be completed by the Municipal Parties' staff. If discrepancies in measurements are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels or axle. Failure to meet the weight or wall thickness requirement for the container shall be grounds for disqualification.

- i. The container and lid of the 32/35 gallon test container shall weigh a minimum of 17 pounds without hardware and wheels and have a nominal wall thickness of 0.145 inch (rotational molded) or 0.150 inch (injection molded).
- ii. The container and lid of each 60/68 gallon test container shall weigh a minimum of 23 pounds without hardware and wheels and have a nominal wall thickness of 0.164 inch (rotational molded) or 0.170 inch (injection molded).
- iii. The container and lid of each 90/98 gallon test container shall weigh a minimum of 30 pounds without hardware and wheels and have a nominal wall thickness of 0.172 inch (rotational molded) or 0.170 inch (injection molded).
- d. **WATERTIGHT.** All test containers must remain watertight during and after liquid capacity check is completed. Failure to retain water shall be grounds for disqualification.

3. CONTAINER CAPACITY.

All containers will be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirements shall be grounds for disqualification. The Municipal Parties may also reject containers that are oversized or in a form not conducive to proper collection or use by customer.

- a. All 32/35 gallon containers shall hold a minimum of 32 U.S. liquid gallons of water in the barrel portion. Capacity shall not exceed 35 gallons.
- b. All 60/68 gallon containers shall hold a minimum of 59 U.S. liquid gallons of water in the barrel portion. Capacity shall not exceed 68 gallons.
- c. All 90/98 gallon containers shall hold a minimum of 89 U.S. liquid gallons of water in the barrel portion. Capacity shall not exceed 98 gallons.
- d. All test containers must remain watertight during and after the liquid capacity test is completed. Failure to retain water shall be grounds for disqualification.

4. COLOR

Bidder shall submit color chips with bid for each bid item shown below. The color must match existing barrel inventory. Color chip is not required for items identified as "no bid".

Recycling collection containers shall be blue, Pantone 287 C, containing a minimum of one-half (1/2) of one percent (1%) of UV stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material.

Refuse collection containers shall be black containing a minimum one-half (1/2) of one percent (1%) carbon black hot compounded material.

Green waste collection containers shall be green, Pantone 357 C, containing a minimum of one-half (1/2) of one percent (1%) of UV stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material.

5. DIMENSIONS

All dimensions shown in Exhibit D details are nominal and approximate.

32/35 gallon Details IC (blue) & ID (black): Ideal circumference at the grip point is 60" to 65".

60/68 gallon Details IA (blue) & IB (black): Ideal circumference at the grip point is 78" to 84".

90/98 gallon Detail I (blue, black): Ideal circumference at the grip point is 85" to 95".

6. LID

Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches.

Lids shall fully open at 270 degrees or a minimum 100 degrees and a maximum 110 degrees with optional lid stop.

Lids for blue barrels will be hot stamped or otherwise have permanently affixed Recycling Information as per Exhibit D Details IA and IV and Design Specifications for all blue containers. All information will be white in coloring. Option: Exhibit D Detail IV- In-Mold Label 32/35, 60/68 and 90/95 Gallon container lids

Lids for black barrels will be hot stamped or otherwise have permanently affixed information as per Exhibit D Details IB and VI and Design Specifications. All information will be white in coloring. Option: Exhibit D Detail VII - In-Mold Label. Sort Your Stuff, 32/35, 60/68 and 90/95 Gallon container lids.

7. HARDWARE AND WHEELS

Each container shall be furnished with a 5/8" plated steel axle (minimum), two rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have snap on wheels. Alternate bid for flat washers between the wheel and the cotter pin may be submitted.

8. STABILITY AND HANDLING CHARACTERISTICS

The container shall be stable and self-balancing when in the upright position, when either loaded or empty and when the lid is open or closed. Maximum allowable fully opened position of lid is 270 degrees or maximum 110 degrees with optional lid stop, if applicable.

Container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud and grass. When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.

9. COMPRESSION FORCE

Each container shall be capable of withstanding the compression force of the automated loading equipment of two-hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.

10. FINISH

Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to highest commercial standards.

11. LABELING

The container shall be labeled as shown in Specifications, molded or hot stamped in the location shown in Exhibit D details in accordance with minimum and maximum dimensions or as directed by the Municipal Parties. All labels are provided for informational purposes. Text and photographs may be modified to reflect change in phone number, web site address, etc.

12. EQUIPMENT COMPATIBILITY. Currently the Municipal Parties use the Curbtender and Scorpion model vehicle for automated collection.

13. CONTAINER IMPRINTING SPECIFICATION

- a. **BLUE, BLACK AND GREEN WASTE CONTAINERS.** Color of imprinting shall be different than the color of the lid. Molded in the top of the lid - letter size 1/2" minimum:
A, B, & C from list below for black containers

A & C only from list below for blue and green containers

- A. DO NOT USE FOR HOT ASHES, ROCKS, CONSTRUCTION DEBRIS, DIRT, CONCRETE, PAINT, CHEMICALS, AUTOPARTS, OR DEAD ANIMALS. NO MOTOR OIL. DO NOT OVERLOAD.
- B. USE FOR NORMAL BAGGED GARBAGE.
- C. CLEAN OUT WITH SOAP AND WATER. KEEP LID CLOSED. MATERIAL SHOULD NOT PROTRUDE FROM TOP OF CONTAINER. WEIGHT NOT TO EXCEED 200 POUNDS.

b. **ALL CONTAINERS.** The following items A through F shall be molded into the location specified:

- A. "REMOVE FROM CURB AFTER COLLECTION."
Molded into lid - Above letter size 3/4" minimum and 1-1/2" from lid edge.
- B. "Arrow" at curbside of lid facing street, size of arrow no less than 3" x 2" and no more than 2" from lid edge.
- C. No parking logo embossed, painted or decaled on left side of container facing curb, 8" in diameter Red circle, slash and P (see Exhibit D Details IA & IB).
- D. Identification Markings - In addition to other markings on containers, sequenced identification numbers, starting with a number to be specified by the Municipal Parties, will be embossed onto center of the body of the container with approximately 1-1/2" characters. Numbers will be white and stand out from the container surface to be read easily.
- E. The lid shall have molded into it the name of Municipal Party e.g., "City of Mesa" or "Town of Gilbert" as applicable. The character height shall be one and one-half inches (1-1/2").
- F. The container shall have molded into it the month and year manufactured and a manufacturer material identification code. This information may appear anywhere except on the bottom of the container.

14. **BIDDERS CAPABILITIES.** Upon request, the following information shall be immediately submitted for Municipal Parties review:

- A. Two (2) copies of the Contractor's most current audited financial statements.
- B. Two (2) copies of the Contractor's inspection and quality control policy and procedures manual.
- C. Name and address of distributor if other than Contractor.
- D. If the Contractor intends to subcontract production of the containers, either the full quantity or any portion thereof, the identity of the subcontractor shall be submitted with bid.
- E. Proof that the Contractor has experience in manufacturing containers of the size, design and material proposed with a minimum of providing 10,000 of the proposed containers in service, using side loading automated collection vehicles within the last five years to municipalities or other solid waste collection companies.

15. **WARRANTY.** A container is defined as a complete unit including hardware, wheels, and a full lid assembly. All containers delivered shall be warranted for a minimum period of ten (10) years from the date of acceptance against any and all defects in material and workmanship. Defects include,

but not limited to, cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor manufacturing, and low ultraviolet resistance.

At any time during the period, if a defect should occur in any item, item shall be repaired or replaced by the Contractor at no cost or obligation to the Municipal Parties. The Contractor shall not be responsible for damage or loss caused by fire, vandalism or theft, occurring after delivery, distribution, and acceptance by the Municipal Parties.

The Contractor shall, during the term of the contract period, cover the cost of replacing defective containers plus an \$8.00 handling fee per container. The \$8.00 handling fee covers costs incurred by the Municipal Parties, including staff time and equipment charges, incidental to exchanging defective containers for customers, and disposal of defective containers, lids and hardware. This fee may be applied towards the purchase of additional containers.

The Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the Municipal Parties. The Municipal Parties will accept part for part warranty replacement for items not requiring full container replacement.

Containers and hardware which the Contractor is obligated to replace under warranty provision will have an opportunity to replace/repair containers within forty-five (45) days of written notice of defects. If the Contractor does not respond with replacement or repair the Municipal Parties will bill the Contractor to recover predetermined costs. If the Seller fails to replace/repair the refuse containers, including unloading, stacking, assembly and storage placement, within the time specified in these specifications, or any extension thereof, the actual costs incurred by the Municipal Parties for the delay will be difficult or impossible to determine. Therefore, in lieu of actual costs incurred, the Contractor shall pay to the Municipal Parties as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$1.00 per container per calendar day for containers not received per the delivery schedule listed in the specifications.

The Contractor will arrange to have the containers stacked, picked up and removed from the Municipal Parties. Contractor will disassemble wheels and axles from containers. A defective container is any container, including any component part that:

- (1) Does not continuously perform in the intended manner as set forth in the bid specifications (including smooth maneuverability);
- (2) Does not comply with the minimum design requirements of the bid specifications;
- (3) Does not continuously perform in the intended manner within the warranty period.

Such container(s) shall then be considered to be defective in material, workmanship, and/or design and shall be covered by the terms of this warranty specification. In the event that containers or any component parts have been manufactured and supplied to the Contractor by a subcontractor, the Municipal Parties shall consider the Contractor as the manufacturer regarding product liability. The warranty terms set forth herein shall be applied in full to the Contractor.

16. **BUYBACK OF MATERIAL.** As barrels in our inventory are no longer covered by warranty or are past their useful life, the material remains valuable and can be recycled (high-density polyethylene HDPE or medium-density polyethylene MDPE). The Municipal Parties would like the option of having the bidder purchase these barrels. The buyback of these barrels will be issued to Municipal Parties in the form of a credit toward purchasing new barrels. The bidder will arrange to have the containers stacked, picked up and removed from Municipal Parties. Bidder will disassemble wheels and axles from containers.
17. **DELIVERY.** Delivery shall be made to the location(s) contained herein no longer than 30 calendar days after receipt of an order. Containers will be ordered as needed and shall be delivered and assembled within 30 calendar days after receipt of an order. Orders placed will be a minimum of a truckload.

All containers will be delivered, unloaded, assembled, and stacked as directed by the Solid Waste Department or designated representative.

18. LIQUIDATED DAMAGES. If the Seller fails to deliver the refuse containers, including unloading, stacking, assembly and storage placement, within the time specified in these specifications, or any extension thereof, the actual damages to the Municipal Parties for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the Municipal Parties as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$1.00 per container per calendar day for containers not received per the delivery schedule listed in the specifications. The Municipal Parties may also terminate this contract in whole or part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the Municipal Parties may reasonably obtain delivery or performance of similar supplies and services. The Seller shall not be charged with liquidated damages when the delay arises without the fault or negligence of the Seller.

EXHIBIT C TECHNICAL SPECIFICATIONS ACCEPTANCE

DESIGN SPECIFICATIONS

Bidder shall indicate whether the container bid complies with each specification or if there is any exception to the specification. The Municipal Parties must approve all exhibit designs before dies are cut.

<u>SPECIFICATION</u>	<u>COMPLIES</u>	<u>EXCEPTION</u>
Drop Test		
Resin Weight Test		
Container Capacity		
Color		
Dimensions		
Lid		
Hardware and Wheels		
Stability and Handling Characteristics		
Compression Force		
Finish		
Labeling		
Equipment Compatibility		
Container Imprinting		
Warranty		
Buyback of Material		
Delivery		

**MATERIAL PROPERTY SPECIFICATION
FOR THE 60/68 AND 90/98 GALLON CONTAINERS**

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

Note: bidder must check each item.

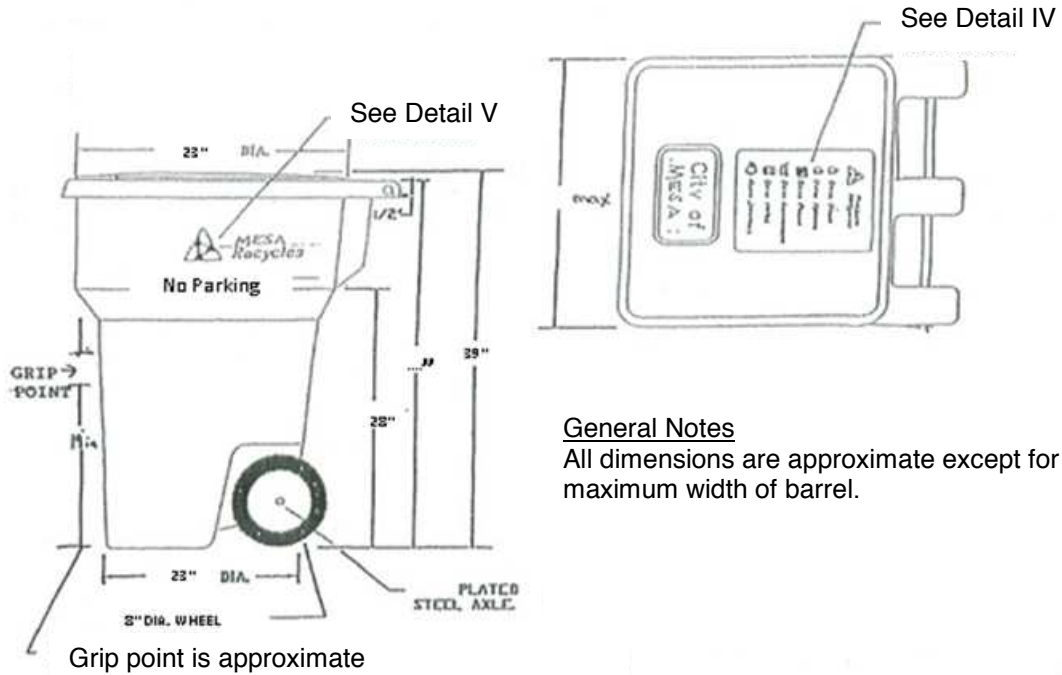
	<u>COMPLIES</u>	<u>EXCEPTION</u>
<p>a. <u>Rotationally or injection molded, cross-linked, or linear high or medium density, polyethylene.</u></p> <p>Polyethylene resin must be furnished by a recognized leading manufacturer of the material. Bidders should identify the manufacturer, material type and production method of the resin (blow molded containers are not acceptable).</p> <p>The container shall be molded from 100% high or medium density polyethylene virgin first quality materials produced by a national petrochemical manufacturer (ex: Exxon, Phillips, Mobil, Dow, DuPont, or equivalent), <u>mixed within 10% to 20% post-consumer high density (HDPE) or medium density (MDPE) resin.</u> Material must satisfy manufacturer's original specification for first quality material and cannot be "batch" produced by the bidder.</p> <p>Upon request, Bidder must supply a letter from the resin manufacturer certifying that the post-consumer resin is of like quality to 100% virgin resin.</p> <p>Bidder must state the source and percentage of particular grades of recycled material (post-consumer scrap) used in the resin for the proposed containers.</p> <p>Upon request, Bidder shall attach letter(s) from recycled and virgin resin suppliers certifying the actual source of resin and the bidder's assured capability of obtaining sufficient resin to complete the contract prior to bid award.</p> <p>Specify product offered, and the percentage of recycled content. Product: _____ Percent Recycled Content _____%</p>		
<p>b. The resin shall meet or exceed the following A.S.T.M. molded property specification: Environmental Stress Crack Resistance (E.S.C.R.) Condition "A" for rotational molded containers. Condition "B" for injection molded containers.</p> <p>Bidder shall substantiate compliance with the above specification by attaching a copy of the actual resin Manufacturer's Published Specification Sheet.</p>		
<p>c. Bid must comply with the following additional container properties, performance standards, and certifications: Minimum 0.5% and Maximum of 1.0% color pigment, hot melt compounded into the resin.</p> <p>Bidder shall identify the specific hot melt compounding</p>		

	<u>COMPLIES</u>	<u>EXCEPTION</u>
<p>extruder herein by its manufacturer's model number, and provide the name and address of the facility where the extruder is located.</p> <p><u>Location:</u> _____</p> <p>Resin shall contain an ultraviolet stabilizer, consisting of a minimum of Additive Type one-half (1/2) of one percent (1%). This stabilizer must be hot melt compounded into the resin. State additive manufacturer and type.</p> <p>Additive: _____</p> <p>Containers shall be designed to regularly receive and dump a minimum of 200 lbs. without permanent damage, deformation, structural failure.</p> <p>Container and all components shall be capable of withstanding temperature extremes ranging from -30 F to 150 F, when under 200 lbs. total compressing force, applied from opposite sides by the gripping arm.</p> <p>All plastic components will be recyclable into other polyethylene products of a similar nature. The Municipal Parties shall make the final determination as to recyclability. Bidder shall provide a statement of recyclability of the proposed container and components, and upon request shall supply certification of recyclability from the primary manufacturer of each component or raw material (i.e., resin, hardware, components, etc.) previous to bid award.</p> <p>Bidder shall state the number of containers currently in service utilizing the type of resin offered for this bid.</p> <p>Number of Containers: _____</p> <p>All metal components shall be plated steel or stainless grade 304.</p>		
<p>All containers to be compatible with current Municipal Parties lifting devices used on all Municipal Parties automated refuse equipment.</p>		
<p><u>DURABILITY</u></p> <p>d. All containers shall remain durable in temperature variations of this region under loading conditions of 200 pounds of ballast. In addition, the container shall have a life expectancy of not less than ten (10) years during which time the container and its component parts shall maintain sufficient strength, shape, and appearance, and to be resistant to blows, kicks, and rodent penetration, such as to require no routine maintenance and, in general be maintenance free. Any component part, including but not limited to molded to or attached parts, such as frames or bars, or lids that fail during the ten (10) year warranty period shall constitute failure of the container, and will require replacement by a complete and new container (including shipping and disposal of failed containers) at no cost to the Municipal Parties. The Municipal Parties will accept part for part warranty replacement for items not requiring full container replacement.</p>		

	<u>COMPLIES</u>	<u>EXCEPTION</u>
The Contractor may review warranty failures upon request. Resolution will be between the Municipal Parties and the Contractor.		
e. Seller shall maintain copies of all material, process and final inspections and testing reports which it performs or has performed and agrees to promptly furnish copies at no additional cost when requested by the Municipal Parties. Should the Seller refuse to provide the requested reports, samples, and available testing information, it shall be expressly understood and agreed this constitutes a breach of contract. The Municipal Parties may withhold any of its contractual rights, powers or remedies, or take whatever legal actions the Municipal Parties deems necessary to protect its best interests.		
f. Acceptance Testing - Municipal Parties reserves the right to perform or have performed such inspection and testing as considered necessary to assure acceptability and suitability of the containers, lids and hardware. The Municipal Parties may, at its option, have testing performance done by an independent laboratory. The expense of these tests shall be borne by the Municipal Parties. The Municipal Parties will use ASTM Standards for purposes of evaluating such tests or inspections. Test or inspections performed under this reservation shall not be considered a waiver of any right or breach of warranty.		
g. It is further agreed that the Municipal Parties' review, concurrence or approval of the Seller's documentation or product shall in no way relieve the Seller of its responsibilities for specification compliance nor shall it be construed as a waiver of abridgment of the Municipal Parties legal remedies, rights or powers.		
h. Successful Bidder to furnish 1% spare parts with each shipment as part of the bid price. Consisting of handles and assemblies, wheels and assemblies, lid and hinge assemblies, plus all associated fasteners and brackets.		

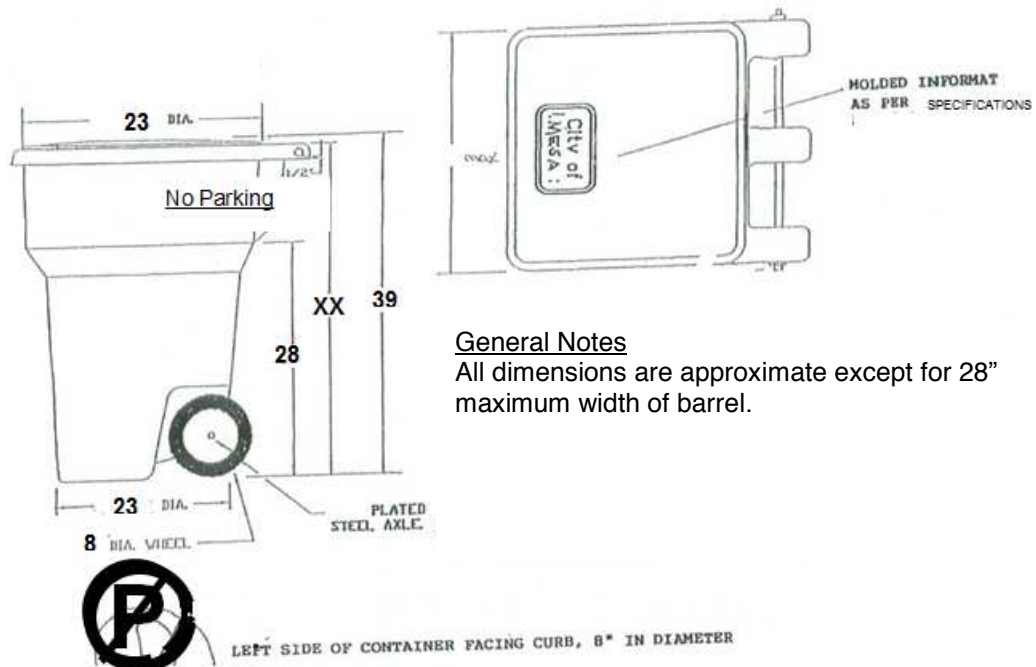
Exhibit D

Detail IC: 32/35 Gallon Recycle Container



LEFT SIDE OF CONTAINER FACING CURB, 8" IN DIAMETER

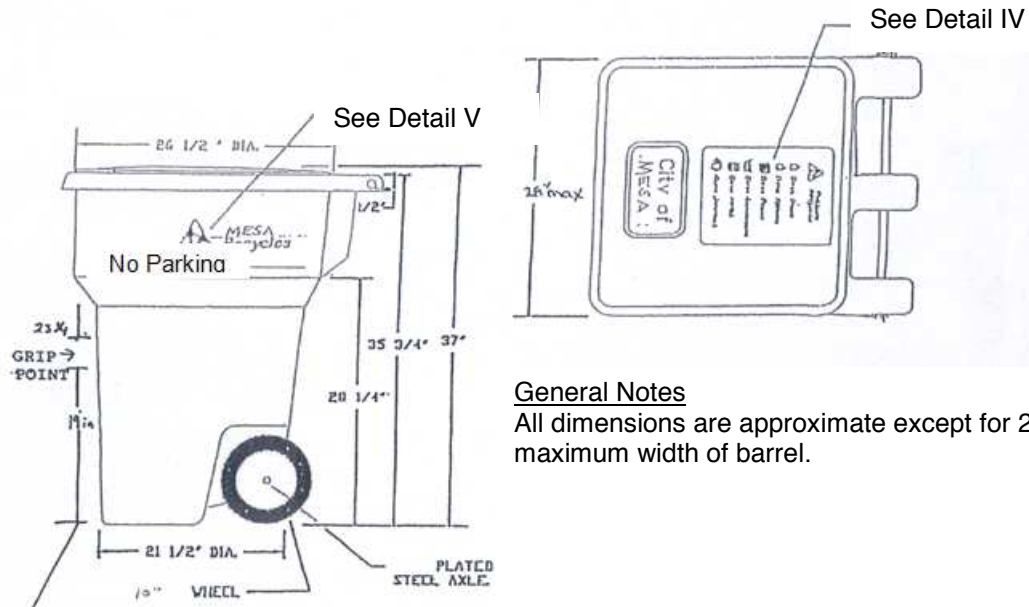
Detail ID: 32/35 Gallon Garbage Container



LEFT SIDE OF CONTAINER FACING CURB, 8" IN DIAMETER

Exhibit D

Detail IA: 60/68 Blue Recycling Container



General Notes

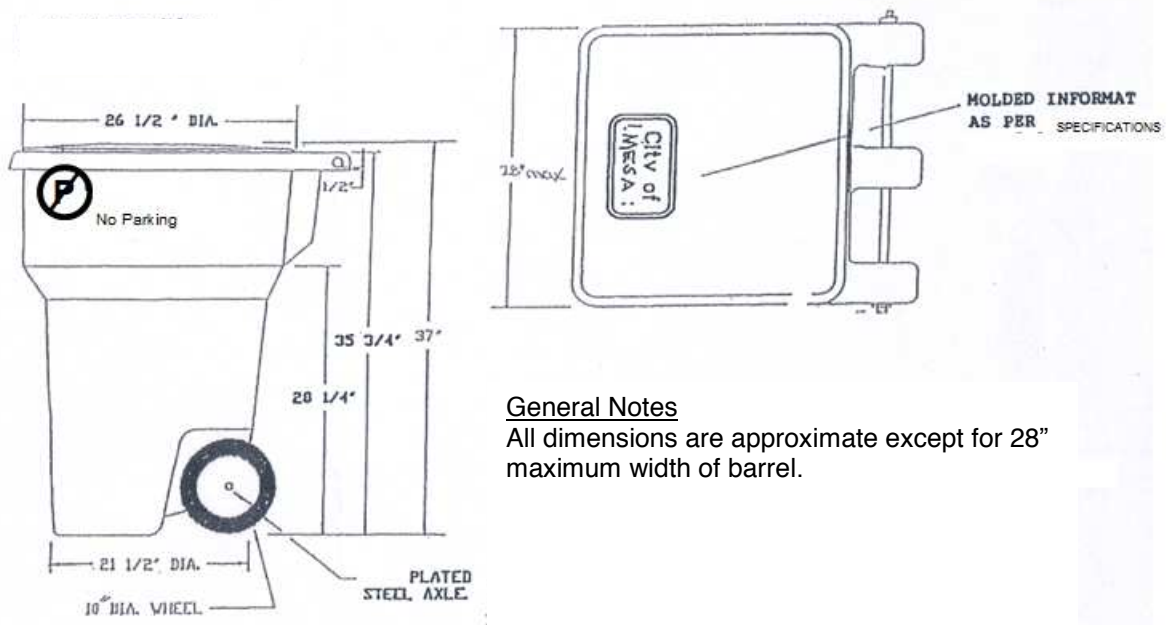
All dimensions are approximate except for 28" maximum width of barrel.

Grip point is approximate



LEFT SIDE OF CONTAINER FACING CURB, 8" IN DIAMETER

Detail IB: 60/68 Gallon Black Garbage Container



General Notes

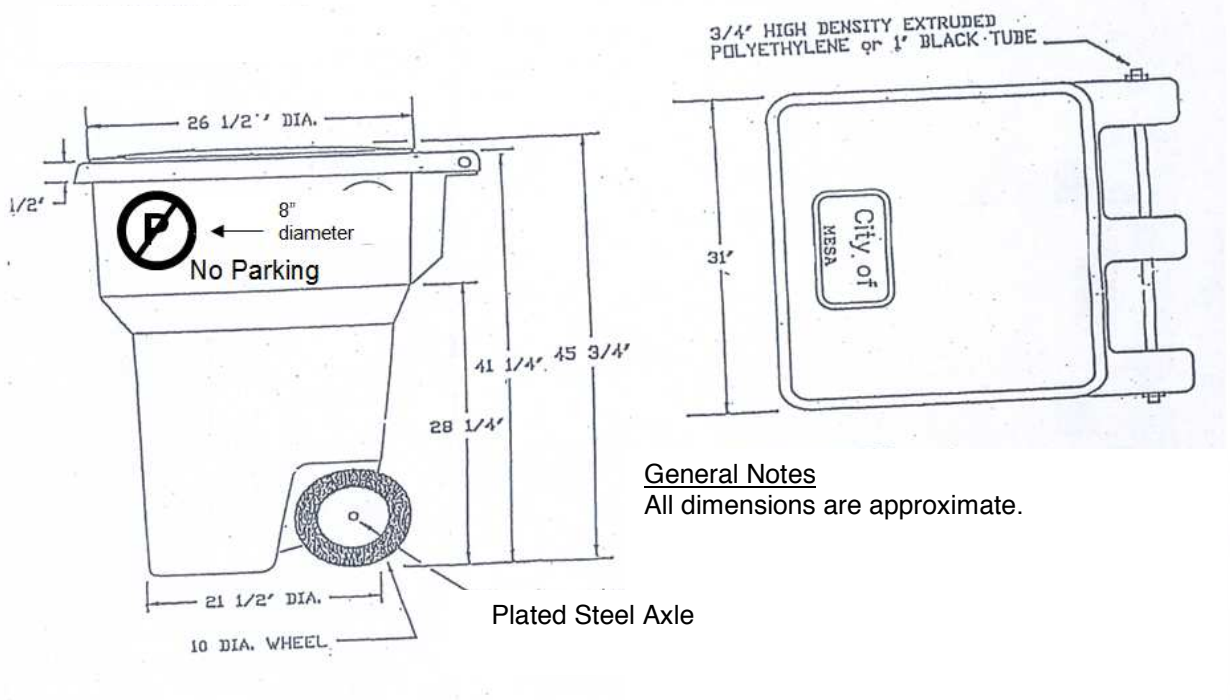
All dimensions are approximate except for 28" maximum width of barrel.



LEFT SIDE OF CONTAINER FACING CURB, 8" IN DIAMETER

Exhibit D

Detail I: 90/95 Gallon Black, Blue and Green Containers



Detail II: 90 Gallon Green Container Lid Information

Yard Waste Only
DO NOT BAG

Acceptable Items:

Yard Waste, Grass, Leaves,
Tree and Shrub Trimmings,
Garden Material and Flowers

Unacceptable Items:

Garbage, Metal, Rocks, Concrete,
Motor Oil, Plastic Bags, Lumber,
Food Waste, Dirt, Dead Animals,
or Hazardous Materials

For information call (480) 644-2221
www.mesarecycles.org

Exhibit D

Detail III: Green Waste Recycling Logo



Detail IV: Blue Container Lid Information

**Recycle these items only.**



Plastic cups & containers

- #1-#7; includes cups, margarine tubs and yogurt/plastic containers



Milk & juice cartons

- Includes ice cream & juice boxes



Metal cans

- Food & beverage cans only



Cardboard & Paperboard

- Includes cereal, soda & other paperboard boxes
- Remove liners/wrappers
- Break down large boxes



Glass bottles & jars

- Food & beverage containers only



Paper

- Includes computer/writing paper, junk mail, catalogs, phone books, newspapers, magazines & paper bags



STOP!

Please DO NOT place the following items in this container:

- Plastic bags
- Styrofoam
- Yard waste
- A/C filters
- Diapers
- Pet food bags
- Food waste
- Fast food containers
- Clothing/carpet/carpet padding
- Paper towels/napkins/tissues
- Light bulbs
- Paper/plastic plates
- Motor oil containers
- Wood or construction materials

Please have barrel in the gutter by 6 a.m. on scheduled collection day, including holidays. Barrels may be placed out for collection anytime after 6 p.m. the night before but must be removed by 6 a.m. the day after service. Barrels left out beyond this time frame are subject to potential fines.



Customer Service - (480) 644-2221
www.mesarecycles.org

Rev 08/12

All items should be loose, dry and relatively clean.

Dimensions • 60-90-gallon: 6" x 15.5"
35-gallon: 3" x 12"

Exhibit D

Detail V: Mesa Recycle Logo for Blue Barrel Sides



Detail VI: Bagging Instructions

**Bag & Tie all Garbage
and Grass**

For information call (480) 644-2221
www.mesaaz.gov/waste

Exhibit D

Detail VII: Optional In-Mold Label, Black Barrel

Items placed in this container will go to the landfill.



STOP!

Please help us to serve you better by remembering the following:

- Bag and tie all trash to prevent the breeding of flies and to comply with county health regulations.
- Do not overload the barrel. The lid should be properly closed to ensure collection. Extra trash barrels are available for an additional monthly fee.
- Have barrel in the gutter by 6 a.m. on scheduled collection day. Per City ordinance, barrels may be placed out for collection anytime after 6 p.m. the night before but must be removed by 6 a.m. the day after service. Barrels left out beyond this time frame are subject to potential fines.
- Allow a minimum space of 18" between barrels placed out for collection and keep barrels a minimum of 3' away from light poles, mailboxes, parked cars, etc.
- Do not place items on the ground around the barrel or on top of the barrel. Bulk item collection is available for an additional fee.
- Do not block barrels with parked cars.
- All barrels are collected on scheduled days including all holidays.

Help the planet!

Please remember to recycle in your blue barrel. It's easy & it can save you and your city money.

Questions?
City of Mesa Customer Service
(480) 644-2221
www.mesaaz.gov/waste



Rev 08/12

Dimensions - 60-gallon: 6" x 15.5"
35-gallon: 3" x 12"

CONTRACT BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter "Principal"),
and _____, a corporation organized and existing
under the laws of the State of _____, duly licensed in and holding a certificate of authority to
transact surety business in the State of Arizona issued by the Director of the department of Insurance
pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto
Gilbert, County of Maricopa, State of Arizona in the amount of _____
Dollars (\$ _____), for the payment of which, the Principal and Surety bind themselves, and their
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with
_____ (municipality), entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements
of the CONTRACT during the original term of the CONTRACT and any extension of the CONTRACT with
or without notice to the Surety, and during the life of the guaranty required under the CONTRACT, and also
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly
authorized modifications of the CONTRACT that may hereinafter be made, notice of which modifications to
the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in
accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if
it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment reasonable
attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the requirements
of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL SEAL
By _____

Address of Surety:

SURETY SEAL
By _____

AGENT OF RECORD
* attach Power of Attorney

AGENT ADDRESS